

Louisville Revitalization Commission

**Monday, January 13, 2020
Library Meeting Room
951 Spruce Street, Louisville, CO 80027
7:30 AM**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of December 9, 2019 Meeting Minutes
- V. Public Comments on Items Not on the Agenda (Limit to 3 Minutes)
- VI. Reports of Commission
- VII. Business Matters of Commission
 - a. 2020 Open Governments and Ethics Handbook (Information Only)
 - b. Approve 2020 Posting Notices of Public Meetings
 - c. Election of Officers
 - d. Approve Meeting Date and Time for 2020
 - e. Discussion/Direction for Agreement Regarding Property Tax TIF Revenue Sharing, Highway 42 Revitalization Area
 - f. Discussion of LRC 2020 Work Plan Draft
 - g. Discussion on Joint Meeting with City Council Scheduled for February 11, 2020 @ 5:30 PM
- VIII. Items for Next Regular Meeting: February 10, 2020
 - a. Long-Term TIF Funding Projections
 - b. DeLo Update
 - c. Property Tax TIF Revenue Sharing (tentative, final approval)
 - d. 824 South Street Assistance (tentative)
- IX. Commissioners' Comments
- X. Adjourn

City of Louisville

City Manager's Office 749 Main Street Louisville, CO 80027
303.335.4533 (phone) 303.335.4550 (fax) www.LouisvilleCO.gov

Louisville Revitalization Commission

Minutes

**Monday, December 9, 2019
Louisville Public Library
Library Conference Room
951 Spruce Street (NW entrance)**

Call to Order – Chair Steve Fisher called the meeting to order at 7:30 am in the Louisville City Library at 951 Spruce Street, Louisville, CO.

Commissioners Present: Chair Steve Fisher
Alexis Adler
Debra Baskett
Rich Bradfield
Alex Gorsevski
Council member Jeff Lipton
Bob Tofte

Staff Present: Heather Balser, City Manager
Megan Pierce Economic Vitality Director
Kurt Kowar, Public Works Director
Rob Zuccaro, Planning and Building Safety Director
Kathleen Kelly, Attorney to the City of Louisville
Dawn Burgess Executive Assistant to the City Manager

Others Present: Caleb Dickinson, Mike Kranzdorf, Chris Schmidt, Chief John Willson

Approval of Agenda
Approved as presented

Approval of November 18, 2019 Minutes:
Approved as presented

Public Comments on Items Not on the Agenda
None

Reports of Commission

None

Business Matters of Commission

- **Presentation on Hwy 42 and Short Street Improvements**

Public Works Director Kurt Kowar gave overview of Hwy 42 improvements. Under contract with Goodland Construction for just over \$2m.

Two warrant studies by CDOT have discovered that signal not warranted at Short St. If business permit comes thru for drive thru in that area, CDOT will move forward. Design for the signal has been approved.

The east side will improve access to Sports Complex. Left turn backups should be mitigated. Analysis of Hwy 42 was completed in 2013. The study suggested 4 lane and larger update of Hwy 42 in coordination with Lafayette and CDOT in future.

Griffith St will become right in and right out. There are ongoing conversations with the State about lowering the speed limit on Hwy 42.

We have cooperation agreement at DeLo. Can we participate in significant signage letting people know about access and parking to downtown? Staff to look into it. Most significant pinch point is Pine St. When will any improvement occur? It was in previous CIP; it can be added. We will look at this again in 2020. CDOT operates signal at Pine St and Hwy 42. After study is completed, there will be prioritized phases.

South St underpass connection to open space has not been prioritized into any plan.

Should LRC discuss collaboration with BRaD for understanding of more opportunities?

- **Discussion / Direction LRC 2020 Work Plan**

Put items together for LRC to review and discuss. Chair Fisher will meet with Mayor to discuss LRC also. In January, the LRC will have longer term financial plan based on TIF assumptions.

Village Square needs attention. How much can LRC budget for this? There are three different ownership groups there. There were talk of improvements but owners have stepped back.

If something happens, what can LRC do using Urban Renewal funds? Owners will need to take lead? City staff needs to aggressively reach out.

In terms of actual blight, it is well maintained and mostly occupied. Bank building does not function well. If owner wanted to tear it down, that would be a good use of URA funds to assist with that. Ingress and egress into and from parking lot is bad.

Hwy 42 where there are industrial functions and need for environmental remediation could be an area for opportunity.

LRC wants staff to bring forward more items related to Downtown. Discuss types of recommendations and how ideas should be generated. Have staff look at low hanging fruit and put those into our priority list.

LRC would like updates on Hwy 42 from staff. Entrance to Louisville from Hwy 42 could use attention. Keep in mind Hwy 42 plan will not go on forever. Need to enhance what we can. LRC should review Hwy 42 plan, along with staff update. This could be done in conjunction with Council. Rail station did not come to fruition but other things have.

It would be helpful to review how blight works. Personal opinion vs what the law allows can be different.

2021-2022 budget process will start soon. That will inform LRC and provide some opportunity for participation.

Economic Vitality Director Megan Pierce said it would be helpful to break things into long term and short term for next discussion. 1st quarter of 2020 she will be more informed and present defined format for work plan.

Grain Elevator – staff has reached out to owner multiple times.

Direct business assistance specific TIF was a tough ask. That is not a high priority for Chair Fisher. This is a tool and resource we have available.

- **Items for Next Regular Meeting January 13, 2020**

Report from Steve on meeting with Mayor

Fire Protection District Agreement

Election of Officers

Meeting notice (time and date)

Q4 2019 Report for CC

Long-term TIF funding projections
Preparation for Joint Meeting w/CC
2020 Work Plan Draft

Commissioners Comments:

None

Adjourn: The meeting adjourned at 8:41 am

City of Louisville Open Government & Ethics Pamphlet 2020



City Clerk's Office
749 Main Street
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Participation in Government

The City of Louisville encourages citizen involvement and participation in its public policy process. There are many opportunities for citizens to be informed about and participate in City activities and decisions. All meetings of City Council, as well as meetings of appointed Boards and Commissions, are open to the public and include an opportunity for public comments on items not on the agenda. No action or substantive discussion on an item may take place unless that item has been specifically listed as an agenda item for a regular or special meeting. Some opportunities for you to participate include:

Reading and inquiring about City Council activities and agenda items, and attending and speaking on topics of interest at public meetings

City Council Meetings:

- Regular meetings are generally held on the first and third Tuesdays of each month at 7:00 PM in the City Council Chambers, located on the second floor of City Hall, 749 Main Street;
- Study sessions are generally held on the second and fourth Tuesdays of each month at 7:00 PM in the Library Meeting Room, located on the first floor of the Library, 951 Spruce Street;
- Regular meetings are broadcast live on Comcast Cable Channel 8 and copies of the meeting broadcasts are available on DVD in the City Manager's Office beginning the morning following the meeting;
- Regular meetings are broadcast live and archived for viewing on the City's website at www.LouisvilleCO.gov.
- Special meetings may be held occasionally on specific topics. Agendas are posted a minimum of 48 hours prior to the meeting.

Meeting agendas for all City Council meetings, other than special meetings, are posted a minimum of 72 hours prior to the meeting at the following locations:

- City Hall, 749 Main Street
- Police Department/Municipal Court, 992 West Via Appia
- Recreation/Senior Center, 900 West Via Appia
- Louisville Public Library, 951 Spruce Street
- City website at www.LouisvilleCO.gov

Meeting packets with all agenda-related materials are available 72 hours prior to each meeting and may be found at these locations:

- Louisville Public Library Reference Area, 951 Spruce Street,
- City Clerk's Office, City Hall, 749 Main Street,
- City website at www.LouisvilleCO.gov

You may receive eNotifications of City Council news as well as meeting agendas and summaries of City Council actions. Visit the City's website (www.LouisvilleCO.gov) and look for the eNotification link to register.

After they are approved by the City Council, meeting minutes of all regular and special meetings are available in the City Clerk's office and on the City's website (www.LouisvilleCO.gov).

Information about City activities and projects, as well as City Council decisions, is included in the *Community Update* newsletter, mailed to all City residents and businesses. Information is also often included in the monthly utility bills mailed to City residents.

Communicating Directly with the Mayor and City Council Members

Contact information for the Mayor and City Council members is available at www.LouisvilleCO.gov, as well as at City Hall, the Louisville Public Library, and the Recreation/Senior Center. You may email the Mayor and City Council as a group at CityCouncil@LouisvilleCO.gov.

Mayor's Town Meetings and City Council Ward Meetings are scheduled periodically. These are informal meetings at which all residents, points of view, and issues are welcome. These meetings are advertised at City facilities and on the City's website (www.LouisvilleCO.gov).

Mayor or City Council Elections

City Council members are elected from three Wards within the City and serve staggered four-year terms. There are two Council representatives from each ward. The mayor is elected at-large and serves a four-year term. City Council elections are held in November of odd-numbered years. For information about City elections, including running for City Council, please contact the City Clerk's Office, first floor City Hall, 749 Main Street, or call 303.335.4571.

Serving as an Appointed Member on a City Board or Commission

The City Council makes Board and Commission appointments annually. Some of the City's Boards and Commissions are advisory, others have some decision-making powers. The City Council refers questions and issues to these appointed officials for input and advice. (Please note the Youth Advisory Board has a separate appointment process.) The City's Boards and Commissions are:

- Board of Adjustment
- Building Code Board of Appeals
- Cultural Council
- Historic Preservation Commission
- Historical Commission
- Housing Authority
- Library Board of Trustees
- Local Licensing Authority

- Open Space Advisory Board
- Parks & Public Landscaping Advisory Board
- Planning Commission
- Recreation Advisory Board
- Revitalization Commission
- Sustainability Advisory Board
- Youth Advisory Board

Information about boards, as well as meeting agendas and schedules for each board, is available on the City's web-site (www.LouisvilleCO.gov).

Agendas for all Board and Commission meetings are posted a minimum of 72 hours prior to each meeting and are posted at these locations:

- City Hall, 749 Main Street
- Police Department/Municipal Court, 992 West Via Appia
- Recreation/Senior Center, 900 West Via Appia
- Louisville Public Library, 951 Spruce Street
- City web site at www.LouisvilleCO.gov

Copies of complete meeting packets containing all agenda-related materials are available at least 72 hours prior to each meeting and may be found at the following locations:

- Louisville Public Library Reference Area, 951 Spruce Street,
- City Clerk's Office, City Hall, 749 Main Street
- City web site at www.LouisvilleCO.gov

Planning Commission

The Planning Commission evaluates land use proposals against zoning laws and holds public hearings as outlined in City codes. Following a public hearing, the Commission recommends, through a resolution, that the City Council accept or reject a proposal.

- Regular Planning Commission meetings are held at 6:30 PM on the second Thursday of each month. Overflow meetings are scheduled for 6:30 PM on the 4th Thursday of the month as needed, and occasionally Study Sessions are held.
- Regular meetings are broadcast live on Comcast Channel 8 and archived for viewing on the City's web-site (www.LouisvilleCO.gov).

Open Government Training

All City Council members and members of a permanent Board or Commission are required to participate in at least one City-sponsored open government-related seminar, workshop, or other training program at least once every two years.

Open Meetings

The City follows the Colorado Open Meetings Law ("Sunshine Law") as well as additional open meet-

ings requirements found in the City's Home Rule Charter. These rules and practices apply to the City Council and appointed Boards and Commissions (referred to as a "public body" for ease of reference). Important open meetings rules and practices include the following:

Regular Meetings

All meetings of three or more members of a public body (or a quorum, whichever is fewer) are open to the public.

All meetings of public bodies must be held in public buildings and public facilities accessible to all members of the public.

All meetings must be preceded by proper notice. Agendas and agenda-related materials are posted at least 72 hours in advance of the meeting at the following locations:

- City Hall, 749 Main Street
- Police Department/Municipal Court, 992 West Via Appia
- Recreation/Senior Center, 900 West Via Appia
- Louisville Public Library, 951 Spruce Street
- On the City web site at www.LouisvilleCO.gov

Study Sessions

Study sessions are also open to the public. However, study sessions have a limited purpose:

- Study sessions are to obtain information and discuss matters in a less formal atmosphere;
- No preliminary or final decision or action may be made or taken at any study session; further, full debate and deliberation of a matter is to be reserved for formal meetings; If a person believes in good faith that a study session is proceeding contrary to these limitations, he or she may submit a written objection. The presiding officer will then review the objection and determine how the study session should proceed.
- Like formal meetings, a written summary of each study session is prepared and is available on the City's website.

Executive Sessions

The City Charter also sets out specific procedures and limitations on the use of executive sessions. These rules, found in Article 5 of the Charter, are intended to further the City policy that the activities of City government be conducted in public to the greatest extent feasible, in order to assure public participation and enhance public accountability. The City's rules regarding executive sessions include the following:

Timing and Procedures

The City Council and City Boards and Commissions may hold an executive session only at a regular or special meeting.

No formal action of any type, and no informal or "straw" vote, may occur at any executive session. Rather, formal

actions, such as the adoption of a proposed policy, position, rule or other action, may only occur in open session.

Prior to holding an executive session, there must be a public announcement of the request and the legal authority for convening in closed session. There must be a detailed and specific statement as to the topics to be discussed and the reasons for requesting the session.

The request must be approved by a supermajority (two-thirds of the full Council, Board, or Commission). Prior to voting on the request, the clerk reads a statement of the rules pertaining to executive sessions. Once in executive session, the limitations on the session must be discussed and the propriety of the session confirmed. If there are objections and/or concerns over the propriety of the session, those are to be resolved in open session.

Once the session is over, an announcement is made of any procedures that will follow from the session.

Executive sessions are recorded, with access to those tapes limited as provided by state law. Those state laws allow a judge to review the propriety of a session if in a court filing it is shown that there is a reasonable belief that the executive session went beyond its permitted scope. Executive session records are not available outside of a court proceeding.

Authorized Topics

For City Council, an executive session may be held only for discussion of the following topics:

- Matters where the information being discussed is required to be kept confidential by federal or state law;
- Certain personnel matters relating to employees directly appointed by the Council, and other personnel matters only upon request of the City Manager or Mayor for informational purposes only;
- Consideration of water rights and real property acquisitions and dispositions, but only as to appraisals and other value estimates and strategy for the acquisition or disposition; and
- Consultation with an attorney representing the City with respect to pending litigation. This includes cases that are actually filed as well as situations where the person requesting the executive session believes in good faith that a lawsuit may result, and allows for discussion of settlement strategies.

The City's Boards and Commissions may only hold an executive session for consultation with its attorney regarding pending litigation.

Ethics

Ethics are the foundation of good government. Louisville has adopted its own Code of Ethics, which is found in the City Charter and which applies to elected officials, public body members, and employees. The Louisville Code of Ethics applies in addition to any higher standards

in state law. Louisville's position on ethics is perhaps best summarized in the following statement taken from the City Charter:

Those entrusted with positions in the City government must commit to adhering to the letter and spirit of the Code of Ethics. Only when the people are confident that those in positions of public responsibility are committed to high levels of ethical and moral conduct, will they have faith that their government is acting for the good of the public. This faith in the motives of officers, public body members, and employees is critical for a harmonious and trusting relationship between the City government and the people it serves.

The City's Code of Ethics (Sections 5-6 though 5-17 of the Charter) is summarized in the following paragraphs. While the focus is to provide a general overview of the rules, it is important to note that all persons subject to the Code of Ethics must strive to follow both the letter and the spirit of the Code, so as to avoid not only actual violations, but public perceptions of violations. Indeed, perceptions of violations can have the same negative impact on public trust as actual violations.

Conflicts of Interest

One of the most common ethical rules visited in the local government arena is the "conflict of interest rule." While some technical aspects of the rule are discussed below, the general rule under the Code of Ethics is that if a Council, Board, or Commission member has an "interest" that will be affected by his or her "official action," then there is a conflict of interest and the member must:

- Disclose the conflict, on the record and with particularity;
- Not participate in the discussion;
- Leave the room; and
- Not attempt to influence others.

An "interest" is a pecuniary, property, or commercial benefit, or any other benefit the primary significance of which is economic gain or the avoidance of economic loss. However, an "interest" does not include any matter conferring similar benefits on all property or persons similarly situated. (Therefore, a City Council member is not prohibited from voting on a sales tax increase or decrease if the member's only interest is that he or she, like other residents, will be subject to the higher or lower tax.) Additionally, an "interest" does not include a stock interest of less than one percent of the company's outstanding shares.

The Code of Ethics extends the concept of prohibited interest to persons or entities with whom the member is associated. In particular, an interest of the following persons and entities is also an interest of the member: relatives (including persons related by blood or marriage to certain

degrees, and others); a business in which the member is an officer, director, employee, partner, principal, member, or owner; and a business in which member owns more than one percent of outstanding shares.

The concept of an interest in a business applies to profit and nonprofit corporations, and applies in situations in which the official action would affect a business competitor. Additionally, an interest is deemed to continue for one year after the interest has ceased. Finally, "official action" for purposes of the conflict of interest rule, includes not only legislative actions, but also administrative actions and "quasi-judicial" proceedings where the entity is acting like a judge in applying rules to the specific rights of individuals (such as a variance request or liquor license). Thus, the conflict rules apply essentially to all types of actions a member may take.

Contracts

In addition to its purchasing policies and other rules intended to secure contracts that are in the best interest of the City, the Code of Ethics prohibits various actions regarding contracts. For example, no public body member who has decision-making authority or influence over a City contract can have an interest in the contract, unless the member has complied with the disclosure and recusal rules. Further, members are not to appear before the City on behalf of other entities that hold a City contract, nor are they to solicit or accept employment from a contracting entity if it is related to the member's action on a contract with that entity.

Gifts and Nepotism

The Code of Ethics, as well as state law, regulates the receipt of gifts. City officials and employees may not solicit or accept a present or future gift, favor, discount, service or other thing of value from a party to a City contract, or from a person seeking to influence an official action. There is an exception for the "occasional nonpecuniary gift" of \$15 or less, but this exception does not apply if the gift, no matter how small, may be associated with the official's or employee's official action, whether concerning a contract or some other matter. The gift ban also extends to independent contractors who may exercise official actions on behalf of the City.

The Code of Ethics also prohibits common forms of nepotism. For example, no officer, public body member, or employee shall be responsible for employment matters concerning a relative. Nor can he or she influence compensation paid to a relative, and a relative of a current officer, public body member or employee cannot be hired unless certain personnel rules are followed.

Other Ethics Rules of Interest

Like state law, Louisville's Code of Ethics prohibits the use of non-public information for personal or private gain. It also prohibits acts of advantage or favoritism and, in that regard, prohibits special considerations, use of employee time for personal or private reasons, and use of City vehicles or equipment, except in same manner as available to any other person (or in manner that will substantially benefit City). The City also has a "revolving door" rule that prohibits its elected officials from becoming City employees either during their time in office or for two years after leaving office. These and other rules of conduct are found in Section 5-9 of the Code of Ethics.

Disclosure, Enforcement, and Advisory Opinions

The Code of Ethics requires that those holding or running for City Council file a financial disclosure statement with the City Clerk. The statement must include, among other information, the person's employer and occupation, sources of income, and a list of business and property holdings.

The Code of Ethics provides fair and certain procedures for its enforcement. Complaints of violations may be filed with the City prosecutor; the complaint must be a detailed written and verified statement. If the complaint is against an elected or appointed official, it is forwarded to an independent judge who appoints a special, independent prosecutor for purposes of investigation and appropriate action. If against an employee, the City prosecutor will investigate the complaint and take appropriate action. In all cases, the person who is subject to the complaint is given the opportunity to provide information concerning the complaint.

Finally, the Code allows persons who are subject to the Code to request an advisory opinion if they are uncertain as to applicability of the Code to a particular situation, or as to the definition of terms used in the Code. Such requests are handled by an advisory judge, selected from a panel of independent, disinterested judges who have agreed to provide their services. This device allows persons who are subject to the Code to resolve uncertainty before acting, so that a proper course of conduct may be identified. Any person who requests and acts in accordance with an advisory opinion issued by an advisory judge is not subject to City penalty, unless material facts were omitted or misstated in the request. Advisory opinions are posted for public inspection; the advisory judge may order a delay in posting if the judge determines the delay is in the City's best interest.

Citizens are encouraged to contact the City Manager's Office with any questions about the City's Code of Ethics. A copy of the Code is available at the City's website (www.LouisvilleCO.gov) and also from the Offices of the City Manager and City Clerk.

Other Laws on Citizen Participation in Government

Preceding sections of this pamphlet describe Louisville's own practices intended to further citizen participation in government. Those practices are generally intended to further dissemination of information and participation in the governing process. Some other laws of interest regarding citizen participation include:

Initiative and Referendum

The right to petition for municipal legislation is reserved to the citizens by the Colorado Constitution and the City Charter. An initiative is a petition for legislation brought directly by the citizens; a referendum is a petition brought by the citizens to refer to the voters a piece of legislation that has been approved by the City Council. In addition to these two petitioning procedures, the City Council may refer matters directly to the voters in the absence of any petition. Initiative and referendum petitions must concern municipal legislation—as opposed to administrative or other non-legislative matters. By law the City Clerk is the official responsible for many of the activities related to a petition process, such as approval of the petition forms, review of the signed petitions, and consideration of protests and other matters. There are minimum signature requirements for petitions to be moved to the ballot; in Louisville, an initiative petition must be signed by at least five percent of the total number of registered electors. A referendum petition must be signed by at least two and one-half percent of the registered electors.

Public Hearings

In addition to the opportunity afforded at each regular City Council meeting to comment on items not on the agenda, most City Council actions provide opportunity for public comment through a public hearing process. For example, the City Charter provides that a public hearing shall be held on every ordinance before its adoption. This includes opportunities for public comment prior to initial City Council discussion of the ordinance, as well as after Council's initial discussion but before action. Many actions of the City are required to be taken by ordinance, and thus this device allows for citizen public hearing comments on matters ranging from zoning ordinances to ordinances establishing offenses that are subject to enforcement through the municipal court.

Additionally, federal, state, and/or local law requires a public hearing on a number of matters irrespective of whether an ordinance is involved. For example, a public hearing is held on the City budget, the City Comprehensive Plan and similar plans, and a variety of site-specific or person-specific activities, such as annexations of land into the city, rezonings, special use permits, variances, and new

liquor licenses. Anyone may provide comments during these hearings.

Public Records

Access to public records is an important aspect of citizen participation in government. Louisville follows the Colorado Open Records Act (CORA) and the additional public records provisions in the City Charter. In particular, the Charter promotes the liberal construction of public records law, so as to promote the prompt disclosure of City records to citizens at no cost or no greater cost than the actual costs to the City.

The City Clerk is the custodian of the City's public records, except for financial, personnel, and police records which are handled, respectively, by the Finance, Human Resources, and Police Departments. The City maintains a public policy on access to public records, which include a records request form, a statement of fees, and other guidelines. No fee is charged for the inspection of records. No fee is charged for locating or making records available for copying, except in cases of voluminous requests or dated records, or when the time spent in locating records exceeds two hours. No fees are charged for the first 25 copies requested or for electronic records.

Many records, particularly those related to agenda items for City Council and current Board and Commission meetings, are available directly on the City's website (www.LouisvilleCO.gov). In addition to posting agenda-related material, the City maintains communication files for the City Council and Planning Commission. These are available for public inspection at the City Clerk's Office, 749 Main Street.

CORA lists the categories of public records that are not generally open to public inspection. These include, for example, certain personnel records and information, financial and other information about users of city facilities, privileged information, medical records, letters of reference, and other items listed in detail in CORA. When public records are not made available, the custodian will specifically advise the requestor of the reason.

Citizens are encouraged to review the City's website (www.LouisvilleCo.gov) for information, and to contact the City with any questions regarding City records.

Public Involvement Policy

Public participation is an essential element of the City's representative form of government. To promote effective public participation City officials, advisory board members, staff and participants should all observe the following guiding principles, roles and responsibilities:

Guiding Principles for Public Involvement

Inclusive not Exclusive - Everyone's participation is

welcome. Anyone with a known interest in the issue will be identified, invited and encouraged to be involved early in the process.

Voluntary Participation - The process will seek the support of those participants willing to invest the time necessary to make it work.

Purpose Driven - The process will be clearly linked to when and how decisions are made. These links will be communicated to participants.

Time, Financial and Legal Constraints - The process will operate within an appropriate time frame and budget and observe existing legal and regulatory requirements.

Communication - The process and its progress will be communicated to participants and the community at-large using appropriate methods and technologies.

Adaptability - The process will be adaptable so that the level of public involvement is reflective of the magnitude of the issue and the needs of the participants.

Access to Information - The process will provide participants with timely access to all relevant information in an understandable and user-friendly way. Education and training requirements will be considered.

Access to Decision Making - The process will give participants the opportunity to influence decision making.

Respect for Diverse Interests - The process will foster respect for the diverse values, interests and knowledge of those involved.

Accountability - The process will reflect that participants are accountable to both their constituents and to the success of the process.

Evaluation - The success and results of the process will be measured and evaluated.

Roles and Responsibilities - City Council

City Council is ultimately responsible to all the citizens of Louisville and must weigh each of its decisions accordingly. Councilors are responsible to their local constituents under the ward system; however they must carefully consider the concerns expressed by all parties. Council must ultimately meet the needs of the entire community—including current and future generations—and act in the best interests of the City as a whole.

During its review and decision-making process, Council has an obligation to recognize the efforts and activities that have preceded its deliberations. Council should have regard for the public involvement processes that have been completed in support or opposition of projects.

Roles and Responsibilities - City Staff and Advisory Boards

The City should be designed and run to meet the needs and priorities of its citizens. Staff and advisory boards must ensure that the Guiding Principles direct their work. In addition to the responsibilities established by the Guiding

Principles, staff and advisory boards are responsible for:

- ensuring that decisions and recommendations reflect the needs and desires of the community as a whole;
- pursuing public involvement with a positive spirit because it helps clarify those needs and desires and also adds value to projects;
- fostering long-term relationships based on respect and trust in all public involvement activities;
- encouraging positive working partnerships;
- ensuring that no participant or group is marginalized or ignored;
- drawing out the silent majority, the voiceless and the disempowered; and being familiar with a variety of public involvement techniques and the strengths and weaknesses of various approaches.

All Participants

The public is also accountable for the public involvement process and for the results it produces. All parties (including Council, advisory boards, staff, proponents, opponents and the public) are responsible for:

- working within the process in a cooperative and civil manner;
- focusing on real issues and not on furthering personal agendas;
- balancing personal concerns with the needs of the community as a whole;
- having realistic expectations;
- participating openly, honestly and constructively, offering ideas, suggestions and alternatives;
- listening carefully and actively considering everyone's perspectives;
- identifying their concerns and issues early in the process;
- providing their names and contact information if they want direct feedback;
- remembering that no single voice is more important than all others, and that there are diverse opinions to be considered;
- making every effort to work within the project schedule and if this is not possible, discussing this with the proponent without delay;
- recognizing that process schedules may be constrained by external factors such as limited funding, broader project schedules or legislative requirements;
- accepting some responsibility for keeping themselves aware of current issues, making others aware of project activities and soliciting their involvement and input; and
- considering that the quality of the outcome and how that outcome is achieved are both important.

Updated December 2019

This pamphlet is prepared pursuant to the Home Rule Charter of the City of Louisville.

This is a compilation of Articles 4 and 5 of the Charter of the City of Louisville and is available at all times in the City Clerk's Office, 749 Main Street, Louisville, Colorado, and on the City's web site at www.LouisvilleCO.gov.

This pamphlet is also provided to every member of a public body (board or commission) at that body's first meeting each year.

**SUBJECT: DISCUSSION/DIRECTION OF AGREEMENT REGARDING
PROPERTY TAX TIF REVENUE SHARING, HIGHWAY 42
REVITALIZATION AREA**

DATE: JANUARY 13, 2020

**PRESENTED BY: HEATHER BALSER, CITY MANAGER
MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR**

SUMMARY:

LRC previously considered property tax TIF revenue sharing with the Louisville Fire Protection District ("District") on August 12 and September 9, 2019. The September meeting materials are included here for reference. In September, the LRC approved advancing the TIF revenue sharing agreement to City Council for approval. Due to the Fire District having a mill levy item on the November ballot, City Council consideration of the approved agreement was not pursued last year.

DISCUSSION:

The District has an approved 6.686 mill levy on real and personal property. Based on the successful November vote, they now also have an additional approved 3.900 mill levy. Staff has continued discussions with District representatives. You may recall that this TIF revenue sharing agreement between the LRC, the City, and the Fire District is based upon the prior agreement adopted with Boulder County. The terms of the new agreement are also substantially similar to what was previously presented. The proposed terms are highlighted below:

- Beginning with the 2020 calendar year, the LRC would provide to the District 25% of TIF revenues generated by the 6.686 mill levy and 100% of TIF revenues generated by the new 3.900 mill levy.
- The LRC budget included \$75,870 in 2020 anticipating this agreement. Based on the final assessed valuation from the Boulder County Assessor, with both mill levies, the amount refunded in 2021 is projected to be \$73,880.
- The agreement has an effective date of January 1, 2020, with payments made in January of the following year.
- Payments would be collected through 2033, with the last payment made in January 2034.
- A new clause has been added to Section 5 regarding Obligation Subordinate. While the Fire District would be subordinate to prior agreements and potentially future bonds issued for an Urban Renewal Project, it notes an attempt to accommodate Fire District interests in future bond structures. This is similar to language in the Tri-Party Agreement with Boulder County, Section 9 (see attached).

Section 5 of the amended and restated cooperation agreement between the LRC and the City requires the LRC to notify the City Council in writing of its intention to enter into a financial obligation extending beyond the end of the LRC's current fiscal year, and the LRC may not commit to such a financial obligation unless a majority of the City Council has adopted a resolution determining the City's interests in connection with such financial obligation are adequately protected. In addition to this requirement in the cooperation agreement, the City is a party to the TIF revenue sharing agreement. Therefore, the TIF revenue sharing agreement will need to be approved by City Council.

Representatives from the Fire District plan to be at the January meeting for further discussion. The proposed agreement has been reviewed by the City Attorney; the Fire District and their attorneys have also reviewed the revised TIF revenue sharing agreement.

FISCAL IMPACT:

For calendar year 2020, it is anticipated the District will receive \$73,880 in payments in 2021.

RECOMMENDATION:

Discussion/Direction on agreement regarding property tax TIF revenue sharing with the Fire District. Should the LRC approve proceeding, the agreement will be presented to City Council. Finally, it will return to LRC for final consideration.

ATTACHMENTS:

- 1) Redline and Clean Copy Agreements Regarding Property Tax TIF Revenue Sharing, Highway 42 Revitalization Area
- 2) September 9, 2019 LRC Materials
- 3) Tri-Party Agreement
- 4) Louisville Fire District PowerPoint

AGREEMENT REGARDING PROPERTY TAX TIF REVENUE SHARING
Highway 42 Revitalization Area

This Agreement regarding Property Tax TIF Revenue Sharing (the “Agreement”) is made as of _____, 2019, by and among the LOUISVILLE REVITALIZATION COMMISSION, a body corporate and politic of the State of Colorado (the “Commission”), the CITY OF LOUISVILLE, a Colorado municipal corporation (the “City”), and the LOUISVILLE FIRE PROTECTION DISTRICT, a fire protection district organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), collectively, the “Parties” and individually a “Party.”

RECITALS

A. Pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et seq., C.R.S. (the “Act”), the City Council of the City passed and adopted Resolution No. 37 approving the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”) to carry out the urban renewal project (the “Urban Renewal Project”) described in the Plan for the area described therein (the “Urban Renewal Area”).

B. The Act provides, and the Plan contains, a provision authorizing the financing of the Urban Renewal Project through, among other methods, the use of property tax increments as authorized by the Act (“Property Tax TIF”).

C. The City and the Commission previously entered into a Tri-Party Agreement with the County of Boulder, dated December 5, 2006 (the “Tri-Party Agreement”) which provides that commencing on January 1, 2015, there shall be paid to the County certain County TIF ~~Revenues~~revenues, as further defined and set forth in the Tri-Party Agreement.

—D. The City and the Commission previously entered into an Amended and Restated Cooperation Agreement dated April 5, 2011 (the “2011 Cooperation Agreement”) which provides that the Commission shall repay to the City certain City Costs and Expenses incurred by the City for the provision of Operating Funds and Support Services for the Commission, as further defined and set forth in the 2011 Cooperation Agreement.

E. The City and the Commission previously entered into a Cooperation Agreement (Highway 42 Revitalization Area South Street Gateway Project Funding), dated November 5, 2012 (the “2012 Cooperation Agreement”) relating to financial assistance for the construction of the South Street Gateway to be located at the crossing of South Street under the Burlington Northern Railroad right-of-way, as further set forth in the 2012 Cooperation Agreement.

F. The Commission issued its Property Tax Increment Revenue Bonds (DELO Project), Series 2014 on October 23, 2014, in the principal amount of \$4,500,000 (the “2014 Bonds”) and pledged the Property Tax TIF revenue from the Core Project Area (as defined in the 2014 Bond Resolution authorizing the 2014 Bonds) to the payment of the 2014 Bonds on a basis that was subordinate to the payments required under the Tri-Party Agreement, the 2011 Cooperation Agreement and the 2012 Cooperation Agreement. Pursuant to the terms and

provisions of the 2014 Bond Resolution, all Property Tax TIF revenue from the Core Project Area remaining after any required payments under the Tri-Party Agreement, the 2011 Cooperation Agreement and the 2012 Cooperation Agreement have been made are required to be applied to the payment of the 2014 Bonds until the 2014 Bonds are paid in full or until the Bonds are discharged on December 1, 2033.

GG. The City and the Commission previously entered into an Amended and Restated Cooperation Agreement dated November 17, 2015 (the “2015 Cooperation Agreement”) which provides that the Commission shall repay to the City certain City Costs and Expenses incurred by the City for the provision of Operating Funds and Support Services for the Commission, as further defined and set forth in the 2011 Cooperation Agreement.

H. The Commission and 712 Main Street LLC and 722 Main Street LLC previously entered into a Property Tax Increment Rebate Agreement dated _____ (the “2019 TIF Rebate Agreement”), which pledges Property Tax TIF revenues received by the Commission as a result of the property tax mill levies imposed upon the valuation of the property identified in such agreement for a period of time commencing with the first full fiscal year following issuance of a certificate of occupancy for the project to be constructed and ending upon payment of \$1,100,000 or the expiration of the Property Tax TIF provision of the urban renewal plan, whichever first occurs.

I. Section 31-25-107(11) of the Act permits and authorizes the Parties to enter into this Agreement for payment from that portion of the Property Tax TIF revenue produced by the District property tax levy, or any portion of such levy, the costs of additional District infrastructure or services necessary to offset the impacts of the Urban Renewal Project and for the sharing of revenues.

HJ. The District ~~intends may, from time-to-time,~~ refer to the registered electors of the District ~~one or more~~ ballot ~~issue at the November 5, 2019 election, issues~~ requesting an increase in the District’s mill levy to help pay increased expenses associated with the District’s costs of infrastructure, services, and equipment ~~to the City and its residents. If the District is unsuccessful at the November 5, 2019 election, the District may submit the mill levy increase question to its voters again at a future election, such as May of 2020 or November of 2020. The District may also seek voter approval for additional mill levy increases from time to time in future years~~ within the District’s boundaries, which includes the City and its residents.

IK. The Parties by this Agreement desire to provide for a sharing of a percentage of the Property Tax TIF revenues calculated, produced, and allocated to the Commission from the District’s current property tax levy, including any additional revenues resulting should the District’s voters approve a general mill levy increase ~~at the November 2019 election or bond issuance mill levy ballot issue~~ at one or more elections in the future, subject to the Commissions existing obligations under the ~~2014~~2014 Bonds, the 2015 Cooperation Agreement, and the 2012 Cooperation2019 TIF Rebate Agreement ~~and the 2014 Bonds~~ (collectively, the “Prior Obligations”).

AGREEMENT

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. District TIF Revenue Sharing.

a. Commencing on January 1, 2020 (the “Effective Date”) and subject to the obligations of the Commission set forth in the Prior Obligations:

~~A. If the District’s mill levy increase is not approved by the voters at the November 5, 2019 election, the Commission agrees to pay to the City, within ten (10) days of receipt thereof, fifty percent (50%) of all revenue allocated to and collected by the Commission based on the District’s existing mill levy of 6.86 mills. If voters approve a mill levy increase at any future election after November 5, 2019, District TIF revenue shall thereafter be shared as set forth in subsection 1.B, below.~~

~~B. If the voters approve an increase in the District’s current 6.686 mills at the November 5, 2019 election, or at one or more future elections, the Commission agrees to pay to the City, within ten (10) days of receipt thereof, twentyi. Twenty-five percent (25%) of all revenue allocated to and collected by the Commission based on 6.686 mills of the District’s existingcurrent property tax mill levy of ~~6.686~~10.586 mills, ~~plus one;~~~~

~~ii. One hundred percent (100%) of all additional revenues resulting from any future voter approved increase(s) to revenue allocated to and collected by the Commission based on 3.9 mills of the District’s current ~~6.686~~property tax mill levy of 10.586 mills; and~~

~~€iii. One hundred percent (100%) of all revenue allocated to and collected by the Commission based on any voter-approved ballot issues that increases the District general mill levy or imposes a debt service mill levy above the District’s current total property tax of 10.586 mills.~~

b. The District acknowledges that so long as the 2014 Bonds remain outstanding, any Property Tax TIF revenues generated from the District’s mill levy in the Core Project Area (as defined in the 2014 Bond Resolution) is required to be applied to the payment of the 2014 Bonds.

2. Payments to District. Provided this Agreement has not been terminated in accordance with Section 3, commencing on the Effective Date and continuing until the twenty-fifth (25th) anniversary of the date of approval of the Plan (the “Term”), the City shall pay to the District all revenues received from the Commission pursuant to Section 1 on or before the 31st day of January following the calendar year of collection, with the first payment to be made on or before January 31, 2021 for revenues received in calendar year 2020.

3. Termination Event. The Commission or the City may terminate this Agreement by delivering to the District written notice of the termination of the ~~Urban Renewal Plan~~, including its TIF component.

4. Agreement Confined to District TIF Revenue. This Agreement applies only to the District Property Tax TIF ~~Revenue~~ revenue collected in the Urban Renewal Area during the Term, and does not include any other revenues of the City or the Commission. ~~If area is subsequently included in the Plan by a modification of the Plan, and such modification results in TIF Revenues being allocated to the Commission for an additional period beyond twenty-five (25) years from the effective date of the Plan, then the Commission shall pay the District TIF Revenues as set forth in Section 1, above, for such additional period.~~ This Agreement also does not apply to any substantial modification of the Plan, as that term is defined in the Act, as amended from time to time, including but not limited to any extension of the Plan period or expansion of the Urban Renewal Area covered by the Plan.

5. Obligation Subordinate. The obligation of the Commission to pay that portion of the District TIF revenue to the City based on the District's mill levy, as set forth in Section 1, is and shall be subordinate to: (a) any payments required to be made by the Commission to the City pursuant to the ~~2011-2015~~ Cooperation Agreement ~~or 2012 Cooperation Agreement, and;~~ (b) any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Commission for financing or refinancing, in whole or in part, the Urban Renewal Project, including but not limited to the 2014 Bonds; and (c) any payments required to be made by the Commission pursuant to the 2019 TIF Rebate Agreement. Notwithstanding the foregoing, the Commission will use reasonable good faith efforts, consistent with its obligations to carry out the Urban Renewal Project, to structure any such financing or refinancing in a manner to accommodate and provide for the payment of that portion of the District TIF revenue based on the District's mill levy, as set forth in Section 1.

6. Books and Accounts; Financial Statement. During the Term, the City and the Commission will keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the District Property Tax TIF revenue received by the Commission and the City and the amounts subject to sharing with the District pursuant to Section 1 of this Agreement. Upon reasonable notice, and at the sole expense of the District, all such books and accounts related to the District Property Tax TIF revenue shall be open to inspection during normal business hours by such accountants or other agents as the District may from time to time designate.

7. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be given by personal service, by certified mail or registered mail, or by reputable overnight courier service, all postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Notices shall be

deemed given upon such personal, courier or express mail delivery or on the third business day following deposit in the U.S. mail as provided above.

8. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, acts of public enemy, acts of the Federal, state or local government, acts of any other Party, acts of third parties, litigation concerning the validity of this Agreement or relating to transactions contemplated hereby, fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur that temporarily interrupt the ability of the Commission and/or the City to transfer or pay the District Property Tax TIF Revenuesrevenues, as soon as the event causing such interruption shall no longer prevail, the Commission and the City shall transfer and pay the total amount of District Property Tax TIF Revenuesrevenues then owing to date as determined according to the provisions of Sections 1 and 2, above, ~~subject in all events to annual appropriation by the City.~~

9. Default. Time is of the essence, subject to Section 8, above. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by any Party, then any other Party may exercise any and all rights available at law or in equity, including damages, but such damages shall be limited to the actual amount that such Party is entitled to receive or retain under this Agreement. No special or punitive damages shall be payable hereunder.

10. Section Captions. The captions of the Sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

11. Integration and Amendment. This Agreement represents the entire agreement among the Parties with respect to the subject matter and there are no oral or collateral agreements or understandings with respect to the subject matter. This Agreement may be amended only by an instrument in writing signed by the Parties. Course of performance, no matter how long, shall not constitute or be construed as an amendment to this Agreement.

12. Waiver. The District waives any right to contest in any manner the validity of the Plan, or any of the provisions of the Plan, including, without limitation, the right of the Commission to use the Property Tax TIF Financing provisions described herein. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the District Court for the County of Boulder.

14. No Third-party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

16. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Execution Required. This Agreement shall not be binding upon any Party hereto unless and until the Parties have each executed and delivered this Agreement to each of the other Parties.

18. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of the date set forth above.

LOUISVILLE REVITALIZATION
COMMISSION

ATTEST:

Secretary

Chair
749 Main Street
Louisville, CO 80227

CITY OF LOUISVILLE

ATTEST:

City Clerk

Mayor
749 Main Street
Louisville, CO 80227

APPROVED AS TO FORM:

City Attorney

LOUISVILLE FIRE PROTECTION DISTRICT

ATTEST:

Board Secretary

Chairman, Board of Directors
895 Via Appia
Louisville, CO 80027

APPROVED AS TO FORM:

District Attorney

AGREEMENT REGARDING PROPERTY TAX TIF REVENUE SHARING
Highway 42 Revitalization Area

This Agreement regarding Property Tax TIF Revenue Sharing (the “Agreement”) is made as of _____, 2019 by and among the LOUISVILLE REVITALIZATION COMMISSION, a body corporate and politic of the State of Colorado (the “Commission”), the CITY OF LOUISVILLE, a Colorado municipal corporation (the “City”), and the LOUISVILLE FIRE PROTECTION DISTRICT, a fire protection district organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), collectively, the “Parties” and individually a “Party.”

RECITALS

A. Pursuant to the Colorado Urban Renewal Law, Section 31-25-101, *et seq.*, C.R.S. (the “Act”), the City Council of the City passed and adopted Resolution No. 37 approving the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”) to carry out the urban renewal project (the “Urban Renewal Project”) described in the Plan for the area described therein (the “Urban Renewal Area”).

B. The Act provides, and the Plan contains, a provision authorizing the financing of the Urban Renewal Project through, among other methods, the use of property tax increments as authorized by the Act (“Property Tax TIF”).

C. The City and the Commission previously entered into a Tri-Party Agreement with the County of Boulder, dated December 5, 2006 (the “Tri-Party Agreement”) which provides that commencing on January 1, 2015, there shall be paid to the County certain County TIF revenues, as further defined and set forth in the Tri-Party Agreement.

D. The City and the Commission previously entered into an Amended and Restated Cooperation Agreement dated April 5, 2011 (the “2011 Cooperation Agreement”) which provides that the Commission shall repay to the City certain City Costs and Expenses incurred by the City for the provision of Operating Funds and Support Services for the Commission, as further defined and set forth in the 2011 Cooperation Agreement.

E. The City and the Commission previously entered into a Cooperation Agreement (Highway 42 Revitalization Area South Street Gateway Project Funding), dated November 5, 2012 (the “2012 Cooperation Agreement”) relating to financial assistance for the construction of the South Street Gateway to be located at the crossing of South Street under the Burlington Northern Railroad right-of-way, as further set forth in the 2012 Cooperation Agreement.

F. The Commission issued its Property Tax Increment Revenue Bonds (DELO Project), Series 2014 on October 23, 2014, in the principal amount of \$4,500,000 (the “2014 Bonds”) and pledged the Property Tax TIF revenue from the Core Project Area (as defined in the 2014 Bond Resolution authorizing the 2014 Bonds) to the payment of the 2014 Bonds on a basis that was subordinate to the payments required under the Tri-Party Agreement, the 2011 Cooperation Agreement and the 2012 Cooperation Agreement. Pursuant to the terms and

provisions of the 2014 Bond Resolution, all Property Tax TIF revenue from the Core Project Area remaining after any required payments under the Tri-Party Agreement, the 2011 Cooperation Agreement and the 2012 Cooperation Agreement have been made are required to be applied to the payment of the 2014 Bonds until the 2014 Bonds are paid in full or until the Bonds are discharged on December 1, 2033.

G. The City and the Commission previously entered into an Amended and Restated Cooperation Agreement dated November 17, 2015 (the “2015 Cooperation Agreement”) which provides that the Commission shall repay to the City certain City Costs and Expenses incurred by the City for the provision of Operating Funds and Support Services for the Commission, as further defined and set forth in the 2011 Cooperation Agreement.

H. The Commission and 712 Main Street LLC and 722 Main Street LLC previously entered into a Property Tax Increment Rebate Agreement dated _____ (the “2019 TIF Rebate Agreement”), which pledges Property Tax TIF revenues received by the Commission as a result of the property tax mill levies imposed upon the valuation of the property identified in such agreement for a period of time commencing with the first full fiscal year following issuance of a certificate of occupancy for the project to be constructed and ending upon payment of \$1,100,000 or the expiration of the Property Tax TIF provision of the urban renewal plan, whichever first occurs.

I. Section 31-25-107(11) of the Act permits and authorizes the Parties to enter into this Agreement for payment from that portion of the Property Tax TIF revenue produced by the District property tax levy, or any portion of such levy, the costs of additional District infrastructure or services necessary to offset the impacts of the Urban Renewal Project and for the sharing of revenues.

J. The District may, from time-to-time, refer to the registered electors of the District one or more ballot issues requesting an increase in the District’s mill levy to help pay increased expenses associated with the District’s costs of infrastructure, services, and equipment within the District’s boundaries, which includes the City and its residents.

K. The Parties by this Agreement desire to provide for a sharing of a percentage of the Property Tax TIF revenues calculated, produced, and allocated to the Commission from the District’s current property tax levy, including any additional revenues resulting should the District’s voters approve a general mill levy increase or bond issuance mill levy ballot issue at one or more elections in the future, subject to the Commissions existing obligations under the 2014 Bonds, the 2015 Cooperation Agreement, and the 2019 TIF Rebate Agreement (collectively, the “Prior Obligations”).

AGREEMENT

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. District TIF Revenue Sharing.

a. Commencing on January 1, 2020 (the “Effective Date”) and subject to the obligations of the Commission set forth in the Prior Obligations:

i. Twenty-five percent (25%) of all revenue allocated to and collected by the Commission based on 6.686 mills of the District’s current property tax mill levy of 10.586 mills;

ii. One hundred percent (100%) of all revenue allocated to and collected by the Commission based on 3.9 mills of the District’s current property tax mill levy of 10.586 mills; and

iii. One hundred percent (100%) of all revenue allocated to and collected by the Commission based on any voter-approved ballot issues that increases the District general mill levy or imposes a debt service mill levy above the District’s current total property tax of 10.586 mills.

b. The District acknowledges that so long as the 2014 Bonds remain outstanding, any Property Tax TIF revenues generated from the District’s mill levy in the Core Project Area (as defined in the 2014 Bond Resolution) is required to be applied to the payment of the 2014 Bonds.

2. Payments to District. Provided this Agreement has not been terminated in accordance with Section 3, commencing on the Effective Date and continuing until the twenty-fifth (25th) anniversary of the date of approval of the Plan (the “Term”), the City shall pay to the District all revenues received from the Commission pursuant to Section 1 on or before the 31st day of January following the calendar year of collection, with the first payment to be made on or before January 31, 2021 for revenues received in calendar year 2020.

3. Termination Event. The Commission or the City may terminate this Agreement by delivering to the District written notice of the termination of the Plan, including its TIF component.

4. Agreement Confined to District TIF Revenue. This Agreement applies only to the District Property Tax TIF revenue collected in the Urban Renewal Area during the Term, and does not include any other revenues of the City or the Commission. This Agreement also does not apply to any substantial modification of the Plan, as that term is defined in the Act, as amended from time to time, including but not limited to any extension of the Plan period or expansion of the Urban Renewal Area covered by the Plan.

5. Obligation Subordinate. The obligation of the Commission to pay that portion of the District TIF revenue to the City based on the District's mill levy, as set forth in Section 1, is and shall be subordinate to: (a) any payments required to be made by the Commission to the City pursuant to the 2015 Cooperation Agreement; (b) any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Commission for financing or refinancing, in whole or in part, the Urban Renewal Project, including but not limited to the 2014 Bonds; and (c) any payments required to be made by the Commission pursuant to the 2019 TIF Rebate Agreement. Notwithstanding the foregoing, the Commission will use reasonable good faith efforts, consistent with its obligations to carry out the Urban Renewal Project, to structure any such financing or refinancing in a manner to accommodate and provide for the payment of that portion of the District TIF revenue based on the District's mill levy, as set forth in Section 1.

6. Books and Accounts; Financial Statement. During the Term, the City and the Commission will keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the District Property Tax TIF revenue received by the Commission and the City and the amounts subject to sharing with the District pursuant to Section 1 of this Agreement. Upon reasonable notice, and at the sole expense of the District, all such books and accounts related to the District Property Tax TIF revenue shall be open to inspection during normal business hours by such accountants or other agents as the District may from time to time designate.

7. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be given by personal service, by certified mail or registered mail, or by reputable overnight courier service, all postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Notices shall be deemed given upon such personal, courier or express mail delivery or on the third business day following deposit in the U.S. mail as provided above.

8. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, acts of public enemy, acts of the Federal, state or local government, acts of any other Party, acts of third parties, litigation concerning the validity of this Agreement or relating to transactions contemplated hereby, fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur that temporarily interrupt the ability of the Commission and/or the City to transfer or pay the District Property Tax TIF revenues, as soon as the event causing such interruption shall no longer prevail, the Commission and the City shall transfer and pay the total amount of District Property Tax TIF revenues then owing to date as determined according to the provisions of Sections 1 and 2, above.

9. Default. Time is of the essence, subject to Section 8, above. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by any Party, then any other Party may exercise any and all rights available at law or in equity, including damages, but such damages shall be limited to the actual amount that such Party is entitled to receive or retain under this Agreement. No special or punitive damages shall be payable hereunder.

10. Section Captions. The captions of the Sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

11. Integration and Amendment. This Agreement represents the entire agreement among the Parties with respect to the subject matter and there are no oral or collateral agreements or understandings with respect to the subject matter. This Agreement may be amended only by an instrument in writing signed by the Parties. Course of performance, no matter how long, shall not constitute or be construed as an amendment to this Agreement.

12. Waiver. The District waives any right to contest in any manner the validity of the Plan, or any of the provisions of the Plan, including, without limitation, the right of the Commission to use the Property Tax TIF provisions described herein. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the District Court for the County of Boulder.

14. No Third-party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

16. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Execution Required. This Agreement shall not be binding upon any Party hereto unless and until the Parties have each executed and delivered this Agreement to each of the other Parties.

18. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of the date set forth above.

LOUISVILLE REVITALIZATION
COMMISSION

ATTEST:

Secretary

Chair
749 Main Street
Louisville, CO 80227

CITY OF LOUISVILLE

ATTEST:

City Clerk

Mayor
749 Main Street
Louisville, CO 80227

APPROVED AS TO FORM:

City Attorney

LOUISVILLE FIRE PROTECTION DISTRICT

ATTEST:

Board Secretary

Chairman, Board of Directors
895 Via Appia
Louisville, CO 80027

APPROVED AS TO FORM:

District Attorney

SUBJECT: DISCUSSION/DIRECTION OF AGREEMENT REGARDING
PROPERTY TAX TIF REVENUE SHARING, HIGHWAY 42
REVITALIZATION AREA

DATE: SEPTEMBER 9, 2019

PRESENTED BY: HEATHER BALSER, CITY MANAGER

SUMMARY: At the August 12, 2019 LRC meeting Commissioners, the Fire District representatives and staff discussed the following principles for a future agreement:

Beginning with the 2020 calendar year, the LRC would provide to the Fire District 25% of TIF revenues generated by the existing mill levy plus 100% of revenues from the Fire District's mill levy increase. And if the mill levy increase is not approved by the voters, the LRC would provide the Fire District with 50% of TIF revenues generated by the existing mill levy.

Attached is a draft of the TIF revenue sharing agreement between the LRC, City, and Fire District. It is based on the agreement with Boulder County, but takes into account those obligations incurred by the LRC in the meantime and that limit the amount of TIF revenue available to share with the Fire District. There was no discussion of a cap on the amount of revenue sharing with the Fire District, so a cap was not included.

Payments would be made during the month of January following the calendar year of collection until the 25th anniversary of the date of approval of the Highway 42 Revitalization Area Urban Renewal Plan (the lifetime of the TIF provision in the Plan). So payments would continue for collections made through 2033, with the last payment made in January 2034.

SEPTEMBER 9, 2019 UPDATE: A new number for 2020, the first year of collection for the Fire District has been calculated at \$75,870. This new number is based on the Boulder County Assessor's preliminary assessed valuation for the District and the updated calculation of pledged revenue based on Bond Counsel's recommendation. The proposed budget amount of \$75,870 assumes:

- A 25% refund of the Fire District's current 6.686 mil levy; plus
- A 100% refund of the Fire District's new levy, estimated at 3.900 mils.

Note: Unlike the refund to Boulder County, this refund can only be calculated on the incremental valuation outside the Core Area.

More detail on the bonds and how this number was calculated are in the LRC budget discussion item for this September 9, 2019 LRC meeting. Additionally, the IGA has been revised to add some additional language on the effect of the outstanding bonds, the subordination clause and TABOR requirements.

Representatives from the Fire District plan to be at the meeting for further discussion. The Fire District and their attorneys have reviewed the draft IGA.

Section 5 of the amended and restated cooperation agreement between the LRC and the City requires the LRC to notify the City Council in writing of its intention to enter into a financial obligation extending beyond the end of the LRC's current fiscal year, and the LRC may not commit to such a financial obligation unless a majority of the City Council has adopted a resolution determining the City's interests in connection with such financial obligation are adequately protected. In addition to this requirement in the cooperation agreement, the City is a party to the TIF revenue sharing agreement. Therefore, the TIF revenue sharing agreement will need to be approved by City Council.

PREVIOUS BACKGROUND PROVIDED:

The Louisville Fire Protection District is a taxing entity in the City of Louisville. They have an approved 6.686 mill levy on real and personal property. This represents currently 7.48% (6.686 / 89.339) of the LRC's overlapping levies.

Louisville Fire is considering a 2019 vote to increase their mill levy to create additional revenue for needed expansions of their operations. The Fire District had a joint meeting on April 26, 2019 with the Louisville City Council and provided information in the packet. Below is a link to the agenda and packet materials from that meeting:

<http://www.louisvilleco.gov/home/showdocument?id=23075>

There is not a cooperation agreement between the LRC and Louisville Fire to share TIF revenue. The LRC has one revenue sharing agreement, which is with Boulder County. That agreement is to share back 25% of the County's share of the total mill levy when the Highway 42 Urban Renewal Plan was adopted in 2006.

PREVIOUS DISCUSSION:

The Louisville Fire Protection District met with City Staff in April of this year to request the LRC consider sharing 50% of the TIF revenues generated from the Fire District's mill levy on property tax increment in future budget years.

The LRC in 2018 had total TIF revenue of \$1,309,284, of which \$96,140 (net of Boulder County's collection fee) was generated from increment associated with the Fire District's mill levy on real property in the Highway 42 Urban Renewal District. This revenue represents 2.31% of the Fire District's 2018 actual property tax revenue figure (\$4,323,036).

Assuming a 50% return of Fire District mill levy revenues, if in place for the 2018 budget year, the amount would be approximately \$50,000. If the LRC TIF revenue projection is correct for 2019, the 50% share amount for 2019 would be approximately \$63,000.

Should the Fire District receive an increase in their mill levy, the estimated value of the share back would increase.

FINANCIAL IMPACT:

The projected number for 2020 for the Fire District under this revenue sharing agreement would be \$75,870 as discussed above. It is likely this number would grow over time with increases in assessed valuation and redevelopment occurring outside the Core Area. We do not yet have an updated long term projection/plan showing these revenues and assumptions for redevelopment. Staff hopes to have that at a subsequent LRC meeting. Regardless, actual numbers will not be able to be finalized in the budget each year until Boulder County provides the assessed valuation estimates in late August and final numbers in November.

RECOMMENDATION:

Discussion/Direction on agreement regarding property tax TIF revenue sharing with the Fire District. Should the LRC want to proceed with the agreement, it would go next to City Council for review and approval and then back to LRC for final consideration.

ATTACHMENTS:

- 1) Redline and Clean Copy Agreements Regarding Property Tax TIF Revenue Sharing, Highway 42 Revitalization Area
- 2) LRC Budget
- 3) Cooperation Agreement

City of Louisville, Colorado
Urban Revitalization District
Preliminary Budget for 2020

	2017 Actual	2018 Actual	2019		2020 Budget
			Budget	Estimate	
Beginning Fund Balance	3,398,940	768,444	921,851	921,851	669,581
Revenue:					
Property Tax	795,640	1,259,070	1,615,382	1,675,100	1,985,550
Interest Earnings	21,770	30,379	2,000	25,000	30,000
Total Revenue	817,410	1,289,448	1,617,382	1,700,100	2,015,550
Expenditures:					
Support Services - COL	25,577	34,900	60,000	60,000	60,000
Cap Contr - COL - Underpass	75,000	300,118	948,107	948,110	-
Cap Contr - COL - South St Reconstruct	178,327	24,905	-	-	-
Regional Detention Land Comp - COL	202,500	-	-	-	-
Cap Contr - COL - Undergrounding	-	-	170,000	170,000	-
Cap Contr - COL - Downtown Lights	-	-	70,000	70,000	72,000
TIF Refund - Boulder County	56,035	88,673	115,500	119,770	141,970
TIF Refund - Fire District	-	-	-	-	75,870
TIF Rebate - Loftus Developmen	102,911	192,123	-	-	-
Bond Maint Fees - Paying Agent	6,500	7,150	7,150	7,150	7,150
Professional Services - Investment Fees	3,176	3,484	200	3,500	3,500
Professional Services - Other	1,221	21,870	-	24,470	20,000
Payments from Construction Acct - DELO	2,465,745	127,518	-	-	310,000
Principal-Bonds	-	-	153,391	205,000	355,000
Interest-Bonds	330,914	335,300	344,374	344,370	330,020
Total Expenditures	3,447,906	1,136,041	1,868,722	1,952,370	1,375,510
Ending Fund Balance	768,444	921,851	670,511	669,581	1,309,621

**TRI-PARTY AGREEMENT
Highway 42 Revitalization Area**

This Agreement (the Agreement) is made as of December 5, 2006, by and among the LOUISVILLE REVITALIZATION COMMISSION, a body corporate and politic of the State of Colorado (the Commission), the CITY OF LOUISVILLE, a Colorado municipal corporation (the City), and the COUNTY OF BOULDER, a political subdivision of the State of Colorado (the County), collectively, the Parties and individually a Party.

RECITALS

A. Pursuant to the Colorado Urban Renewal Law, Section 31-25-101, et seq., C.R.S. (the Act), the City Council of the City passed and adopted Resolution No. 37 approving the Highway 42 Revitalization Area Urban Renewal Plan (the Plan) to carry out the urban renewal project (the Urban Renewal Project) described in the Plan for the area described therein (the Urban Renewal Area).

B. The Act provides, and the Plan contains, a provision authorizing the financing of the Urban Renewal Project (TIF Financing). TIF Financing provides that taxes, if any, levied after the effective date of the approval of the Plan upon taxable property in the Urban Renewal Area each year shall be divided for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of said property tax revenues (the TIF Revenue) shall be allocated to and paid into a special fund of the Commission to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by, the Commission to carry out the Urban Renewal Project.

C. Section 31-25-107(11) of the Act permits and authorizes the Parties to enter into agreements "for allocation of responsibility among the parties to the agreement for payment of the costs of any additional county infrastructure or services necessary to offset the impacts of an urban renewal project and for the sharing of revenues."

D. Pursuant to Section 31-25-107(3.5), the City and Commission submitted an urban renewal impact report for the Plan to the County and the County submitted its response thereto, including, as provided in subparagraph (a)(III), information on the estimated impact of the urban renewal plan on county revenues, and the Parties desire to enter into the Agreement to address issues raised in discussion of the urban renewal impact report.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing the Parties agree as follows:

1. County TIF Account. Commencing on January 1, 2015 (the Effective Date), the Commission agrees to pay to the City, within ten (10) days of receipt thereof, and the City shall deposit into a separate account created and maintained exclusively for such purpose (the County



TIF Account), that portion of the TIF Revenue equal to 14.3% of the increase in property tax revenues calculated, produced, and allocated to the Commission from the County's levy on taxable property in the Urban Renewal Area pursuant to and in accordance with the TIF Financing provisions of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado. The deposits in the County TIF Account are designated as the County TIF Revenue.

2. Payments to County. Subject to Section 5 and provided this Agreement has not been terminated in accordance with Section 4, commencing on the Effective Date and continuing until the first to occur of (a) the twenty-fifth (25th) anniversary of the date of approval of the Plan, (b) payment to the County of a total of Six Million One Hundred Fifty Thousand Dollars (\$6,150,000.00), or (c) a Termination Event described in Section 4 (the Term), the City shall pay to the County on or before the 10th day of each month, all of the County TIF Revenues in the County TIF Account. In no event shall the total of payments of County TIF Revenues to the County exceed \$6,150,000.00.

3. Repayment Right. The Commission and the City shall have the unrestricted right, but not the obligation, to prepay the County TIF Revenues, in whole or in part at any time.

4. Termination Event. The Commission or the City may terminate this Agreement by delivering to the County written notice of the termination of the Urban Renewal Plan, including its TIF component (the Termination Event).

5. Renegotiation Event. Additionally, the City and Commission may elect to reopen the terms of this Agreement to renegotiation upon the occurrence of any of the following events (each of which is a Renegotiation Event):

a. There is, as a result of legislation or regulation, a reduction of twenty percent (20%) or more in the annual amount of TIF Revenue allocated to the Commission; or

b. Legislation or regulation applicable to the Plan reduces the twenty-five (25) year statutory period set forth in the Plan and Section 31-25-107(9) of the Act; or

c. Within seven (7) years after the date of this Agreement, the County fails to enter into at least one TIF revenue allocation agreement with another municipality in Boulder County that approves an urban renewal plan or substantial modification thereof after the effective date of the Plan, and such plan or modification contains the property tax TIF Financing provisions of the Act described in Recital B hereof. An agreement under which a municipality commits not to utilize property tax TIF Financing for the term of such plan or modification shall be deemed acceptable for purposes of avoiding a Renegotiation Event. The County shall deliver to the Commission and City copies of all such agreements entered into by the County promptly upon their execution.

In case of a Renegotiation Event, the City and Commission may elect to reopen the terms of this Agreement for renegotiation by providing written notice to the County. Within ninety



(90) days after notice of such an election by the City, the Parties shall execute an amendment to this Agreement setting forth such revised terms as are agreed upon by the Parties. If the Parties fail to execute an amendment within such ninety (90) day period, then this Agreement shall remain in effect in accordance with its terms except that, effective as of the 91st day after such notice and for the remainder of the Term, the rate and total maximum amount of County TIF Revenue paid to the County shall each be reduced by one-half (that is, reduced from, respectively, 14.3% to 7.15%, and \$6,150,000 to \$3,075,000).

6. Use of County TIF Revenue. The County TIF Revenue shall be used solely in accordance with the requirements of Section 31-25-107(11) to address the impacts of the Urban Renewal Plan on County revenues and on infrastructure and services necessary to serve the Urban Renewal Plan area.

7. Other Municipal Urban Renewal Plans. In future negotiations with other municipalities concerning any plans for approval of one or more urban renewal plans, Boulder County will utilize the terms of this Agreement as a guide for said negotiations, and will work in good faith to arrive at agreements which preserve to the County a significant portion of the incremental property tax revenues produced by the County's Funds mill levies. The City and Commission will in good faith cooperate with the County in the County's efforts to arrive at such agreements with other municipalities. This Section shall not be construed to limit the City and Commission's rights under Section 5 above.

8. Agreement Confined to County TIF Revenue. This Agreement applies only to the County TIF Revenue collected in the Urban Renewal Area during the Term, and does not include any other revenues of the City or the Commission, including, without limitation, TIF Revenue produced by the levy of the County each year in the Urban Renewal Area in excess of the County TIF Revenue. The City and County agree that the County TIF Revenue collected and paid by the City under this Agreement are collections for the County within the meaning of Colorado Constitution Article X, Section 20(2)(e).

9. Obligation Subordinate. The obligation of the Commission to pay the designated County TIF Revenue to the City is and shall be subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Commission for financing or refinancing, in whole or in part, the Urban Renewal Project. Notwithstanding the foregoing, the Commission will use reasonable good faith efforts, consistent with its obligations to carry out the Urban Renewal Project, to structure any such financing or refinancing in a manner to accommodate and provide for the payment of the County TIF Revenue in accordance with this Agreement.

10. Books and Accounts; Financial Statement. During the Term, the City and the Commission will keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the County TIF Revenue received by the Commission and the City and the amounts deposited into and paid out from the County TIF Account. Subject to reasonable notice, at the sole expense of the County, all such books and



accounts related to the County TIF Revenue and the County TIF Account shall be open to inspection during normal business hours by such accountants or other agents as the County may from time to time designate.

11. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served, or sent by certified mail or registered mail, or by reputable overnight courier service, all postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Notices shall be deemed given upon such personal, courier or express mail delivery or on the third business day following deposit in the U.S. mail as provided above.

12. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, acts of public enemy, acts of the Federal, state or local government, acts of any other Party, acts of third parties, litigation concerning the validity of this Agreement or relating to transactions contemplated hereby, fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of the Commission and/or the City to transfer or pay the County TIF Revenues, as soon as the event causing such interruption shall no longer prevail, the Commission and the City shall transfer and pay the total amount of County TIF Revenues that have been received by the Commission and the City and are then owing to date, as determined according to the provisions of Sections 1 and 2, above.

13. Default. Time is of the essence, subject to Section 12, above. If any payment or any other material condition, obligation, or duty is not timely made, tendered, or performed by any Party, then any other Party may exercise any and all rights available at law or in equity, including damages, but such damages shall be limited to the actual amount that such Party is entitled to receive or retain under this Agreement. No special or punitive damages shall be payable hereunder.

14. Section Captions. The captions of the Sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

15. Integration and Amendment. This Agreement represents the entire agreement among the Parties with respect to the subject matter and there are no oral or collateral agreements or understandings with respect to the subject matter. This Agreement may be amended only by an instrument in writing signed by the Parties.

16. Waiver. The County waives any right to contest in any manner the validity of the Plan, or any of the provisions of the Plan, including, without limitation, the right of the Commission to use the TIF Financing provisions described in Recital B. A waiver by any Party



to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County of Boulder.

18. No Third-party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

19. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

20. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability (as to any or all Parties hereto), the Parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected provision of this Agreement.

21. Execution Required. This Agreement shall not be binding upon any Party hereto unless and until the Parties have each executed and delivered this Agreement to each of the other Parties.

22. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

23. Support of Plan. The Board of County Commissioners as an entity will support the Plan publicly and at the public hearing of the City Council held to consider its adoption, and the County will not formally or legally object to the adoption of the Plan.

24. No Assignment. No party may assign any of its rights or obligations under this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of December 5, 2006.



Boulder County Clerk, CO AG

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Page: 6 of 6
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LOUISVILLE REVITALIZATION COMMISSION

ATTEST:

[Signature]
Secretary *Vice Chairman*

[Signature]
Chair
749 Main Street
Louisville, CO 80227

CITY OF LOUISVILLE

[Signature]
Mayor
749 Main Street
Louisville, CO 80227

APPROVED AS TO FORM:

[Signature]
City Attorney

COUNTY OF BOULDER
By: BOARD OF COUNTY COMMISSIONERS

ATTEST:

[Signature]
Clerk to the Board

[Signature] 12/5/06
Ben Pearlman, Chair
P. O. Box 471
Boulder, CO 80306-0471

APPROVED AS TO FORM:

[Signature]
County Attorney

Louisville Fire Rescue

*Louisville Revitalization Commission
January 13, 2020*

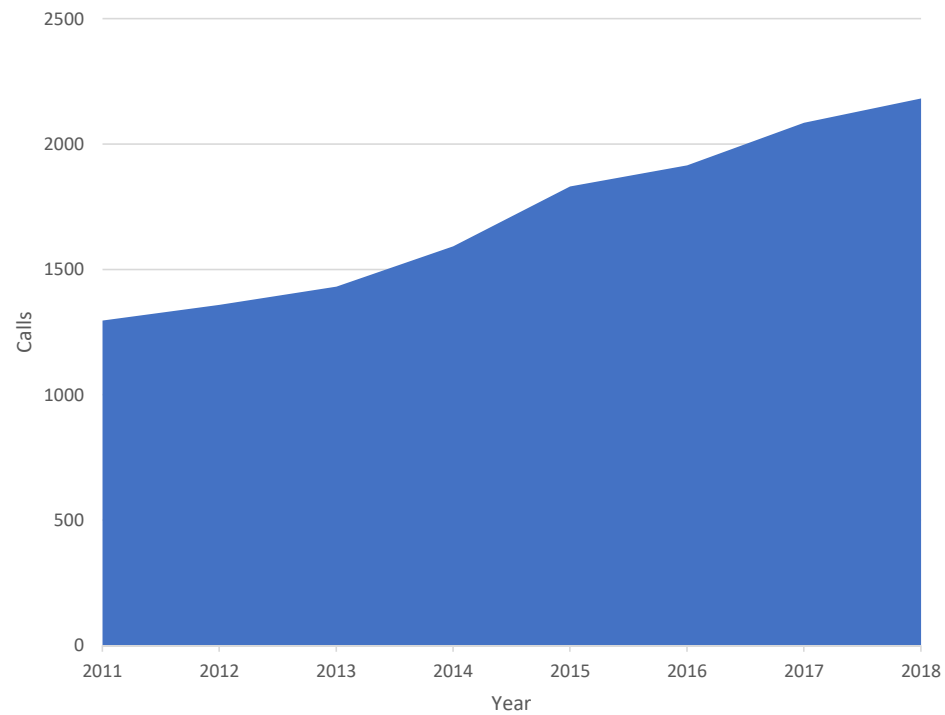


Summary

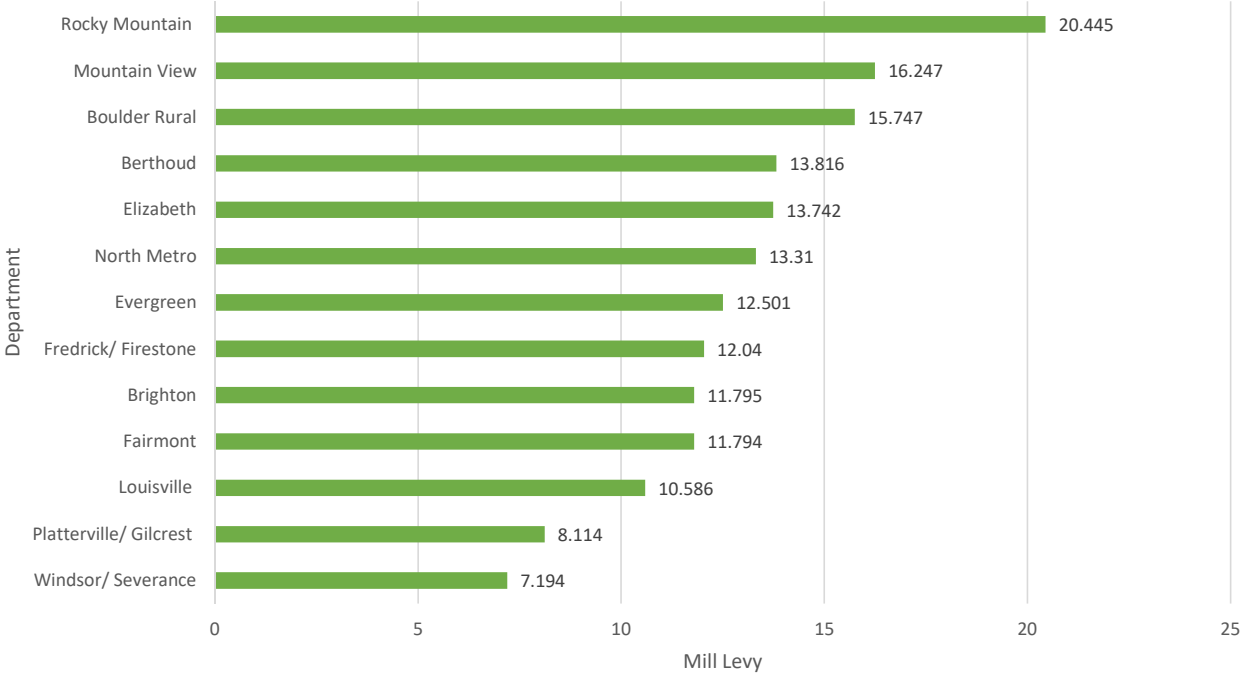
- The Fire District started researching other revenue sources late 2018/ early 2019
- Improve response times to come closer to meeting national benchmarks
- 160% in call volume over the last 10 years
- 80% of revenue comes from property tax
- Second, full-time engine crew, recruitment & retention of employees, replacement of emergency equipment & apparatus
- Began the discussion with City Staff back in April 2019 about revenue sharing
- Presented to the LRC in May 2019
- Receives no city contribution

Louisville Fire Rescue

Total Call Load in Louisville Only



Mill Levy Comparison (Front Range)



SUBJECT: LRC 2020 WORK PLAN- DRAFT

DATE: JANUARY 13, 2020

PRESENTED BY: MEGAN E. PIERCE, ECONOMIC VITALITY DIRECTOR

SUMMARY:

In December, the LRC reviewed possible items for its 2020 Work Plan. Staff has compiled this initial feedback in the attached document. You will note this has been prepared in a matrix format to assist the LRC with further refining its plans and reacting to new projects and priorities that arise.

As context to reading and interpreting the matrix, please use the following definitions as a guide:

- *Topic & Actions:* Every item should have an associated topic area; we recommend each action should start with a verb to clarify the intent of the work to be accomplished
- *Owner:* Every action should have an assigned owner to assist with accountability. This area can also be used to indicate when resources might be required from an outside group
- *Timeframe:* Each action has a timeframe to accomplish of either short-term (three months to one year), mid-term (one to three years), and long-term (anything longer than three years)
- *Funding:* A single \$ indicates little to no financial investment; two \$ indicate some financial investment; and three \$ indicate major project or expense
- *Priority:* Every action should have a rating of low, medium, or high

We have drafted this with your input so far—filling in the various components of the matrix except for the priority level. We plan to review the matrix at our January meeting, and once there is consensus on the list, we can also discuss the appropriate priority levels. As noted, this format is flexible that if new ideas are generated during the year, we can re-assess where time is prioritized and resources available.

RECOMMENDATION:

Provide direction on the 2020 Work Plan Matrix draft.

ATTACHMENTS:

- 1) 2020 Work Plan Matrix

**Louisville Revitalization Commission
2020 Work Plan
DRAFT**

Topic & Actions	Owner	Timeframe	Funding	Priority
1. LRC Structure				
a. Create long-term financial plan	Watson	ST	\$	
b. Participate in Comprehensive Planning Process	Zuccaro	MT	\$	
c. Schedule joint meeting with BRaD, Chamber, and DBA	Pierce	ST	\$	
2. Village Square Property				
a. Outreach to property owners and vet past interest in sale	Pierce	ST	\$	
b. Brainstorm ideas for revitalization, such as connection between residential area and center (via ditch and creation of public space @ rear)	LRC	ST	\$	
c. Discuss improvements for funding, such as landscaping, pedestrian scale lighting, and parking	LRC	ST	\$\$	
d. Consider façade improvement program for privately owned property components	LRC	MT	\$\$	
e. Fund sidewalk extension @ Village Square (currently only runs with Alfalfa's property)	LRC	MT	\$\$	
3. Highway 42 Area				
a. Review original Hwy 42 Plan	Zuccaro	ST	\$	
b. Incorporate additional wayfinding signage at DeLo to link parking to downtown	Pierce	MT	\$	
c. Evaluate ability to assist in remediating environmental hazards from industrial uses	LRC	LT	\$\$\$	
d. Track Hwy 42 design and phasing (study begins 2020)	LRC	ST	\$	

**Louisville Revitalization Commission
2020 Work Plan
DRAFT**

Topic & Actions	Owner	Timeframe	Funding	Priority
4. Downtown				
a. Revisit small parking lot projects	Pierce	MT	\$\$ - \$\$\$	
b. Outreach to owners of Grain Elevator project for status	Pierce	ST	\$	
c. Pursue WiFi connectivity for Steinbaugh Pavilion	LRC/DBA	MT	\$\$\$	
d. Evaluate business directory and community events kiosks	Pierce	ST	\$\$	
e. Secure placement of public art for DeLo underpass	Louisville Cultural Council/LRC	ST	\$\$	
f. Evaluate ways to create additional trail connectivity to downtown	LRC	MT	\$	
5. 550 South McCaslin Boulevard Area				
a. Review Parcel O GDP Amendment	LRC	ST	\$	
6. TIF Requests and Property Tax Rebate Agreements				
a. Receive potential DeLo request	TBD	MT	\$\$	
b. Consider fee to off-set costs of independent financial analysis for TIF requests	LRC	ST	\$	
7. Public Improvements from Transportation Master Plan				
a. Create E/W connectivity via 42 underpass between Sports Complex and DeLo	LRC	MT	\$\$\$	
b. Improve East Side parking lots @ Sports Complex to provide expanded downtown parking availability	LRC	MT	\$\$	
c. Create N/S and E/W pedestrian connections (sidewalks) on the west side of 42 (south to Pine)	LRC	ST	\$\$	
d. Make at-grade connection with new signal @ Short and 42	LRC	LT	\$\$\$	

Louisville Revitalization Commission
2020 Work Plan
DRAFT

Topic & Actions	Owner	Timeframe	Funding	Priority
e. Consider connectivity improvements between Downtown and Coal Creek Station (once submitted)	LRC	LT	\$\$\$	